

**MAINTENANCE AND SUPPORT AGREEMENT****ALLEN SYSTEMS GROUP (ASG)**

THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND ALLEN SYSTEMS GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 1333 3<sup>RD</sup> AVENUE SOUTH, NAPLES, FLORIDA 34102 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

**RECITALS**

A. Licensor shall provide the required maintenance and support services for the software licensed by the County on the conditions set forth in this Agreement.

B. This Contract is subject to and incorporates the provisions of the Software Licensing Agreement executed on January 25, 1994 and Product Schedules to the ASG-DOC-AID product (Appendix C).

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 "Designated Equipment" (Exhibit A) means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or database management system) upon which the Licensor generally supports use of the Licensed Software.

1.2 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the equipment as defined on Appendix A "Scope of Services".

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

1) these terms and conditions, 2) all Software License and Payment Schedule(s) attached as Appendix B, 3) Product Schedule and 4) Software Licensing Agreement (Appendix C).

**ARTICLE 3. AGREEMENT TERM**

3.1 The Agreement shall become effective on the date that it is signed by the County or the licensor, whichever is later and shall be for the duration of two (2) year(s).

3.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

3.3 Notification. The County will notify the Licensor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.



#### **ARTICLE 4. SUPPORT AND MAINTENANCE SERVICES**

Licensor shall provide the County with the following support and maintenance services:

4.1 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Licensor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).

4.2 Email Support. For the term of this Agreement, Licensor shall provide support via email. The error and priority levels set forth in clause 4.2 above and the response times indicated therein are applicable.

4.3 Subject Matter of Support Services. The subject matter of support services in clauses 4.1 and 4.2 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

4.4 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Licensor as set forth in Appendix "A".

#### **ARTICLE 5. MAINTENANCE SUPPORT FEES AND PAYMENT**

5.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor before County's approval of this Agreement shall be at the Licensor's risk and expense.

5.2 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

5.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

5.4 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late



payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County  
Enterprise Technology Services Department  
5680 S.W. 87th Avenue  
Miami, FL 33173

Attention: Mirta Lopez Cardoso  
Phone: (305) 596-8690  
Fax: (305) 275-7696  
E-mail: [mlopezm@miamidade.gov](mailto:mlopezm@miamidade.gov)

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 6. CONFIDENTIALITY**

6.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

6.2 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

6.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

6.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or



threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

6.5 Survival. Licensee's obligations under this Article 6 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

#### **ARTICLE 7. INDEMNIFICATION**

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Institution in writing of any claim, gives the Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Equipment (ii) modify or replace the Equipment to make it noninfringing, or (iii) refund the fees paid, upon return of the Equipment. Licensor shall have no liability regarding any claim arising out of: (i) use of the Equipment in combination with non-County software or data if the infringement was caused by such use or combination, (ii) any modification or derivation of the Equipment not specifically authorized in writing by the Licensor or (iii) use of third party software.

#### **ARTICLE 8. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

##### **(1) To the County Project Manager:**

Miami-Dade County  
Enterprise Technology Services Department  
5680 S.W. 87th Avenue  
Miami, FL 33173

Phone: (305) 596-8690  
Fax: (305) 275-7696  
E-mail: [mlopezm@miamidade.gov](mailto:mlopezm@miamidade.gov)

Attention: Mirta Lopez Cardoso

##### **and to the Agreement Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974

Phone: (305) 375-4914  
Fax: (305) 375-5688  
E-Mail: [mwater@miamidade.gov](mailto:mwater@miamidade.gov)

Attention: Margaret Waters



**(2) To the Licensors**

Allen Systems Group, Inc.  
1333 3rd Ave South  
Naples, FL 34102

Phone: (239) 435-3617  
Fax: (239) 263-3692  
E-mail: [Linda.Vivas@asg.com](mailto:Linda.Vivas@asg.com)

Attention: Linda Vivas

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 9. NONASSIGNABILITY**

Licensors shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

**ARTICLE 10. INSPECTOR GENERAL REVIEWS**

10.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensors shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensors' prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensors, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensors in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensors or any third party.

10.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Licensors. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

10.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award.

10.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require



the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

- a) Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 11. COUNTY USER ACCESS PROGRAM (UAP)**

11.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

11.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary.

The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order. For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

11.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

**ARTICLE 12. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST****a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

**b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.



**ARTICLE 13. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

**ARTICLE 14. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.


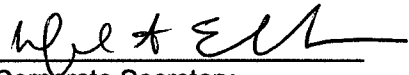
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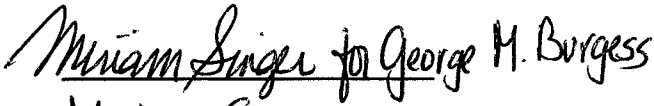
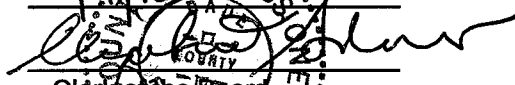
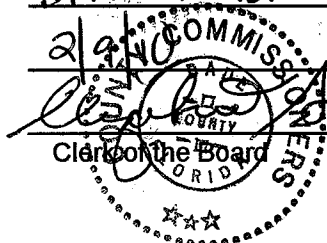
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

## Licensor

By:   
Name: Linda J. Stephenson  
Title: Sr Director Contracting  
Date: 1-11-2010  
Attest:   
Corporate Secretary

Corporate Seal

## Miami-Dade County

By:   
Name: Miriam Singer  
Title: DPM Director  
Date: 2/9/10  
Attest:   
  
Clerk of the Board

Approved as to form  
and legal sufficiency

  
Assistant County Attorney



## **Appendix A – Scope of Services**



## **Appendix A – Scope of Services**

**1. Reference to Agreement:** This Maintenance and Support Agreement is subject to and incorporates all of the provisions stated in the Master Software License Agreement between Allen Systems Group, Inc. ("ASG") and Miami Dade County (Licensee) (formerly Metropolitan Dade County), dated January 25, 1994 and except as specifically modified herein, all other terms and conditions shall remain in full force and effect as originally written.

By its acceptance of this Agreement, each party certifies that it has read, understands, and accepts the provisions of the Agreement. The terms and conditions set forth below are valid for acceptance through December 31, 2012.

### **MAINTENANCE AND SUPPORT**

See Article 4 and attached Software Licensing Agreement.

## **Appendix B – Payment Schedule**



## APPENDIX B – PAYMENT SCHEDULE

SOFTWARE MAINTENANCE AND SUPPORT SERVICES**Ongoing Maintenance and Support Service Fees:**

ASG-DOC-AID - For IBM 2098 P03 S/N: C65F2 & IBM 2098 P03 S/N: CE8C2

Software Description	Maintenance Term	Fees
ASG, DOC-AID	2 Years: 1/1/10 thru 12/31/10 1/1/11 thru 12/31/11	\$47,042.00 annually \$47,042.00 annually  <b>TOTAL: \$94,084.00*</b>

*\* Does not include Upgrade or CPU changes. No discounts will be provided on early payment, nor PO terms for discounts.*



**Exhibit A – Designated Equipment**

<b>Designated Equipment Model / Serial No.</b>	<b>Location of Equipment</b>	<b>Software Version (Currently Employed)</b>
IBM 2098 P03 S/N:C65F2 IBM 2098 P03 S/N:CE8C2	5680 S.W. 87 <sup>TH</sup> Avenue Miami, FL 33173	DOC MA ASG-DOC-AID



# **Appendix C**

## **Product Schedule w/ Software Licensing Agreement**

ALLEN SYSTEMS GROUP, INC.  
PRODUCT SCHEDULE #1

11000338

Allen Systems Group, Inc. ("ASG") and Metropolitan Dade County ("Client") agree that the Software License Agreement dated January 25, 1994 is hereby amended as follows:

**LICENSE TYPE:**  
Perpetual License

**EFFECTIVE DATE:**  
December 31, 1993

**LICENSED PRODUCT(S):**  
Doc-Aid®

**ACCEPTANCE PERIOD:**  
0 Days

**CPU MODEL/GROUP/SERIAL NUMBER(S):**  
IBM 3090-600S/Group 50/75850

**DESIGNATED CPU LOCATION(S):**  
5680 Southwest 87th Avenue  
Miami, Florida 33173

**LICENSE TERM AND FEE(S):**  
Perpetual License Fee: \$48,918.00 (\$52,600.00 less seven percent (07%) year-end incentive discount)

\*EXCLUSIVE ESCROW PREMIER REGISTRATION PROGRAM: ☐ YES ☐ NO

THIS SCHEDULE IS ACCEPTABLE TO BOTH CLIENT AND ASG.

ALLEN SYSTEMS GROUP, INC.  
750 11TH STREET SOUTH  
NAPLES, FLORIDA 33940

By: [Signature]  
Robin C. Willson  
Manager of Contract Administration

Date: January 04, 1994

METROPOLITAN DADE COUNTY  
5680 SOUTHWEST 87TH AVENUE  
MIAMI, FLORIDA 33173

By: [Signature]  
Printed Name: Louis F. Kezama  
Title: Director, Administrative Services, DDD  
Date: Feb 22, 1994

The Premier Registration Program offered by Escrow Services, Inc. provides ASG's clients with the most reliable escrow program in the software industry. Under this plan, each deposit is maintained in a separate account and each account has its own copy of the source code tapes and documentation. The deposits are updated whenever a new version of the Licensed Product is released by ASG.





**ALLEN SYSTEMS GROUP, INC.  
SOFTWARE LICENSING AGREEMENT**

This AGREEMENT between Allen Systems Group, Inc. ("ASG"), a Delaware corporation, with offices at 750 11th Street South, Naples, Florida 33940, and Metropolitan Dade County ("Client"), an organization governed under the laws of the State of Florida, with offices at 5680 Southwest 87th Avenue, Miami, Florida 33173, sets forth the terms and conditions under which ASG will license the Licensed Product(s) as specified herein.

**LICENSE GRANT**

In accordance with the terms and conditions of this Agreement, ASG hereby agrees to grant to Client, and Client hereby accepts from ASG a nonassignable, nonexclusive and nontransferable license to use the proprietary software systems(s) including programs, options, technical and other user documentation, data and information (hereinafter referred to as "Licensed Product(s)") listed on the attached Product Schedule(s) which forms a part of this Agreement in accordance with the terms specified in the Product Schedule(s).

Client shall have the right to use the Licensed Product(s) solely for its own internal use and benefit and only on the computer(s) and at the location(s) designated in the attached Product Schedule(s). Client shall not transfer, sublease, assign or deliver Licensed Product(s) or this license to another computer or another location or provide or otherwise make Licensed Product(s) available to anyone other than Client's personnel or do processing for the benefit of any entity other than Client, unless Client shall have obtained ASG's prior written consent. Should Client change its computer to a higher group, Client agrees to pay an upgrade fee equal to the then current perpetual license fee of the new group less one hundred percent (100%) credit for previous perpetual license fee(s) paid for the Licensed Product(s). Client is authorized to use the Licensed Product(s) on a back-up computer when the designated computer is temporarily inoperable until operable status is restored and processing on the back-up computer is completed. More than one Product Schedule may be incorporated into this Agreement and each Product Schedule together with the terms and conditions of this Agreement shall constitute a separate Agreement which is independent from other Product Schedules incorporated into this Agreement.

**LICENSED MATERIALS**

Upon execution of this Agreement, ASG shall furnish Client one (1) full set of the technical documentation, indicated on the Product Schedule(s), describing ASG's recommended use and application of the Licensed Product(s). Additional copies may be obtained by Client upon payment to ASG of ASG's published price for such materials.

**TERM**

Each license granted hereunder shall become effective upon the date specified in the Product Schedule(s) and shall remain in force for the term specified therein unless terminated earlier as provided in this Agreement. The license shall be automatically renewed for a like term unless Client or ASG gives written notice of termination no less than thirty (30) days prior to the expiration of the term provided in this Agreement.

**ACCEPTANCE PERIOD**

Client shall have the number of days specified in the Product Schedule(s) to evaluate and accept the Licensed Product, beginning on the date the Licensed Product is received by Client. If during the acceptance period the Licensed Product does not perform as specified in the user documentation supplied by ASG, Client shall notify ASG in writing of its nonacceptance of the Licensed Product(s), at which time the license for the Licensed Product(s) shall be terminated. Client shall immediately destroy all copies of Licensed Product(s) on Client's computer(s) and return all copies of Licensed Product(s) to ASG. ASG shall refund to Client all license fees paid by Client to ASG for the nonaccepted Licensed Product(s).

**PAYMENT AND ANNUAL RENEWAL FEES**

In consideration of the license provided by ASG to Client under the terms and conditions contained herein, Client will pay a license fee to ASG in accordance with the appropriate Product Schedule(s). This notwithstanding, a Perpetual (99 year) Product License Agreement requires, in addition to the payment of the license fee specified above, an annual license renewal fee to be paid annually on the anniversary of the effective date specified in the Product Schedule(s). The annual license renewal fee shall be a percentage of the then current license fee. For the purposes of the immediately preceding sentence, ASG and Client agree that any increase in the annual license renewal fee shall not exceed more than ten percent (10%) of the previous year's annual license renewal fee except that such limitation shall not apply in the event Client upgrades an existing license to a higher computer group or purchases a license for a new Product not installed in the previous year.

All payments shall be due forty-five (45) days after receipt of a proper invoice. Invoices unpaid by Client within forty-five (45) days of the date the payment is due to ASG shall be subject to one and one half percent (1.5%) rate of interest per month which shall be added to the license fee due and owing ASG.

ASG understands and agrees that Client is exempt from taxes; thus, taxes shall apply only in the event that Client loses such exemption.

**MAINTENANCE AND ENHANCEMENTS**

ASG will provide Client for the term of the license all enhancements, improvements, and updates to the Licensed Product(s) which ASG similarly provides or offers to provide to its other clients of the Licensed Product(s). ASG will correct errors or malfunctions in the Licensed Product(s).



as supplied for the term of this Agreement. If Client notifies ASG of an error or malfunction which, after investigation by ASG, is determined to have been caused by computer malfunction, or by an enhancement not made by ASG or by incorrect data or procedures used by Client then Client shall pay ASG, at ASG's rates then in effect, for all services rendered and costs incurred by ASG in investigating or remedying such error or malfunction. All notices of error or malfunctions shall be in writing and provide details sufficient to diagnose or reproduce said failure. ASG has placed copies of all source program statements (including source code) of the Licensed Product(s) in escrow with Escrow Services, Inc. ("ESI") for the nonexclusive benefit of Client in the event that ASG, for any reason, shall cease doing business or cease to provide ongoing support for the Licensed Product(s) with no successor in interest. At its option, Client may obtain exclusive source code protection by subscribing to ESI's Premier Registration Program by marking the appropriate box on the Product Schedule.

#### WARRANTY

ASG represents and warrants that it is the owner or authorized licensee of the Licensed Product(s). ASG further warrants that at the time of delivery of the initial Licensed Product(s) and for a period of one (1) year thereafter, Licensed Product(s) will be in substantial accordance with the user documentation supplied to Client. The extent of ASG's liability under this warranty shall be limited to the correction or replacement as soon as reasonably practicable of any defective item(s) in the initial Licensed Product(s) which ASG determines to be necessary at ASG's sole cost and expense, provided notice of such defect is provided to ASG during the warranty period. The warranty shall not apply if: (i) an item of Licensed Product(s) was not used in accordance with ASG's instructions; (ii) an item of Licensed Product(s) shall have been altered, modified or converted by Client without ASG's written approval; (iii) any of Client's equipment shall malfunction causing the defect in Licensed Product(s). **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### LIMITATION OF LIABILITY

In the event of a United States copyright or patent infringement claim as a result of the use of Licensed Product(s) under the terms and conditions specified herein, under normal use and not in combination with other items and further provided that ASG is promptly notified of such claim in writing, then ASG shall, at its own expense, defend such claim or may procure for Client the right to continue using all or part of the Licensed Product(s) or may terminate the license for the Licensed Product(s). In the event of a termination of the Licensed Product(s), ASG will reimburse Client's initial license fees on a pro rated basis. This shall constitute the entire liability of ASG with respect to a copyright or patent infringement claim.

Except with respect to its aforementioned obligations in connection with copyright or patent infringement claims, and except for damages for bodily injury (including death) or damage to real property or tangible personal property caused by ASG, its employees, agents or representatives for which ASG is legally responsible, ASG has no liability to Client for any damages whatsoever. ASG shall in no event be liable for loss of profit, goodwill, or other special, indirect or any consequential damages suffered by Client or others in any way attributable to Client's use of the Licensed Product(s). Client shall indemnify and hold harmless ASG from any claim by a third party for any damage, liability, cost or expense incurred by ASG arising out of or related to Client's use of the Licensed Product(s).

#### NONDISCLOSURE AND CONFIDENTIALITY

The Licensed Product(s) are, and shall at all times remain, the property of ASG, and Client shall have no right, title, or interest therein, except as expressly set forth in this Agreement. Client further acknowledges that the Licensed Product(s) contain proprietary and confidential information of ASG (whether or not any portion thereof may be validly copyrighted or patented). Except as may be required by the Florida Public Records Act, Client agrees to keep Licensed Product(s) strictly confidential and will use all reasonable care and take all necessary steps to insure that no unauthorized persons shall have access to the Licensed Product(s), and Client will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to the Licensed Product(s), including representatives of the Client(s) to restrict the disclosure, duplication or reproduction of Licensed Product(s) so as to enable Client to satisfy its obligations hereunder. Client agrees not to reverse compile, disassemble, or otherwise attempt to obtain the source code for Licensed Product(s) except through ASG.

Client agrees that an enhancement to the Licensed Product(s) developed by ASG, whether or not developed in conjunction with Client's employees or agents shall be the exclusive property of ASG. Client further agrees that enhanced versions of the Licensed Product(s) do not constitute a program different from the Licensed Product(s), and as such, fall under the other terms and conditions of this Agreement.

#### TERMINATION

This Agreement may be terminated by Client upon sixty (60) days written notice to ASG of a material breach of the Software Licensing Agreement if ASG fails to correct or cure said material breach prior to the expiration of said sixty (60) day period. The foregoing notwithstanding, Client reserves the right to terminate this Agreement for any reason upon sixty (60) days prior written notice to ASG. Upon condition that any monies payable by Client to ASG shall not be affected by termination, ASG may terminate this Agreement upon sixty (60) days prior written notice to Client in the event of Client's insolvency, nonpayment, or breach of agreement, if Client fails to correct or cure said condition prior to the expiration of said sixty (60) day period. The right of either party to terminate this Agreement hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default. Upon termination of this Agreement, Client shall immediately return the Licensed Product(s) and any copies thereof to ASG and shall certify (or deliver a certification by a duly authorized officer of Client stating to ASG) that it no longer has any rights to use the Licensed Product(s) and that the original and all copies of the Licensed Product(s) have been returned to ASG.

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## GENERAL PROVISIONS

Any notice required to be sent under this Agreement shall be in writing, delivered by hand or mailed by certified mail, return receipt requested, to the addresses of the parties first set forth on the attached Client Administration Information attachment. Any other notices permitted under this Agreement shall be mailed or shipped as indicated in the appropriate sections of the Client Administration Information attachment.

Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to: an act of God; an act of war; riot; an epidemic; fire; flood or other disaster; and act of government; a strike or lockout; a communication line failure; power failure or failure of the computer equipment on non-ASG developed software.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

This Agreement together with the aforementioned Product Schedule(s) contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. In the event of a conflict between the terms of this Agreement and the Product Schedule(s), the terms of the Product Schedule(s) shall prevail. If Client currently has in effect any license for any of ASG's software products, the terms of this Agreement shall apply to any such license. No employee, agent, or representative of ASG has the authority to bind ASG to any oral representation or warranty concerning the Licensed Product(s). No representation or statement not expressly contained in this Agreement will be binding on either party. This Agreement may not be modified except in writing and signed by authorized representatives of ASG and Client.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

THIS AGREEMENT IS ACCEPTABLE TO BOTH CLIENT AND ASG.

ALLEN SYSTEMS GROUP, INC. -

By: Robin C. Willson

Robin C. Willson

Manager of Contract Administration

Date: October 28, 1993

Attest: Debra S. Haylock

Attest: Quadrant R. Thomas

METROPOLITAN DADE COUNTY

By: Louis F. Lezama

Print Name: Louis F. Lezama

Title: Director Administration, ITU

Date: Jan 25th 94

9/11/91